



# SE-335 Bid Bond

## KNOW ALL PERSONS BY THESE PRESENTS THAT

*(Insert full name and address or legal title of Bidder)*

hereinafter referred to as "Principal," and

*(Insert full name and address of principal place of business of Surety)*

a corporation duly organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, and authorized to transact business in this State, hereinafter called the "Surety", are jointly and severally held and firmly bound unto

*(Insert full name of Agency)*

hereinafter referred to as "Obligee", the sum of \_\_\_\_\_, being the sum of the Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for

*(Insert the State Project Number & Name as found on the SE-330, Bid Form)*

**NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that default of Principal shall occur upon the failure of the Principal to deliver, within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Obligee), the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents. This obligation shall be null and void if the Obligee shall accept Principal's Bid and Principal delivers, within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Obligee), the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or all Bids are rejected by Obligee; or Obligee fails to issue a Notice of Intended Award to Principal within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Principal). Payment under this Bond shall be due and payable in full upon default of Principal and within 30 calendar days after receipt by Principal and Surety of written notice of default from Obligee, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue the Notice of Intended Award agreed to in writing by Obligee and Principal. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Bidding Documents and the laws of the State of South Carolina. Surety shall cause to be attached to the Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

**IN WITNESS WHEREOF**, Surety and Principal, intending to be legally bound hereby, subject to the terms stated above, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ **BOND NUMBER** \_\_\_\_\_

### PRINCIPAL

\_\_\_\_\_  
*(Principal's Name)*

**BY:** \_\_\_\_\_  
*(Signature and Title)*

**ATTEST:** \_\_\_\_\_  
*(Signature and Title)*

### SURETY

\_\_\_\_\_  
*(Surety's Name)*

**BY:** \_\_\_\_\_  
*(Signature and Title) (Attach Power of Attorney)*

**ATTEST:** \_\_\_\_\_  
*(Signature and Title)*